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U.S. BANKRUPTCY COURT  
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and James M. Rhodes Dynasty Trust II;  
Gypsum Resources, LLC; and Truckee Springs Holdings, Inc.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

*In re:*

THE RHODES COMPANIES, LLC,  
a/k/a "Rhodes Homes," et al.,

Case # 2:12-cv-01272-MMD-VCF BASE  
Case # 2:13-cv-00704-MMD-VCF  
Adversary Case # 12-01099  
Bankruptcy Case # 09-14814 (Ch. 11)

*Reorganized Debtors.*

THE LITIGATION TRUST OF THE  
RHODES COMPANIES, LLC, ET AL.,

*Plaintiff,*

v.

JAMES M. RHODES; SEDORA  
HOLDINGS, LLC; SAGEBRUSH  
ENTERPRISES, INC.; GYPSUM  
RESOURCES, LLC; TRUCKEE SPRINGS  
HOLDINGS, INC.; JOHN C. RHODES,  
TRUSTEE OF THE JAMES M. RHODES  
DYNASTY TRUST I; JOHN C. RHODES,  
TRUSTEE OF THE JAMES M. RHODES  
DYNASTY TRUST II; and RHODES  
RANCH, LLC,

*Defendants.*

**JOINT STIPULATION FOR DISMISSAL  
OF ALL CLAIMS, WITH PREJUDICE**

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Defendants James M. Rhodes, Sagebrush Enterprises, Inc., Rhodes Ranch, LLC, John C. Rhodes, Trustee of the James M. Rhodes Dynasty Trust I, John C. Rhodes, Trustee of the James M. Rhodes Dynasty Trust II, Gypsum Resources, LLC, and Truckee Springs Holdings, Inc. ("Rhodes Defendants") and Plaintiff The Litigation Trust of the Rhodes Companies, LLC, *et al.* (the "Litigation Trust" or "Plaintiff"), by and through their respective undersigned counsel, hereby file this joint stipulation for dismissal of all of the Litigation Trust's claims, with prejudice.

On October 27, 2015, the Rhodes Defendants and the Litigation Trust conducted an all-day mediation before Hon. Philip Pro (ret.) at JAMS-Las Vegas. The Rhodes Defendants and the Litigation Trust were able to successfully reach an agreement to settle and compromise all remaining claims between the parties. Thereafter, the terms of the settlement were memorialized in a written Settlement Agreement, Mutual Release, and Covenants dated November 18, 2015 (the "Settlement Agreement").

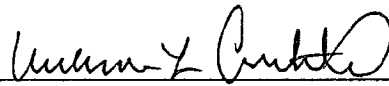
Pursuant to the terms of the Settlement Agreement, upon Plaintiff's counsel's irrevocable receipt of the final payment of the settlement amount by the Rhodes Defendants, Plaintiff would secure a stipulation dismissing the pending litigation with prejudice and each side to bear its own costs and attorney's fees. Plaintiff's counsel irrevocably received the final payment of the settlement amount from the Rhodes Defendants on April 18, 2016. The settlement payment was secured by an Agreed Judgment and upon payment of the settlement amount, the Agreed Judgment automatically expired and is now held for naught. The Agreed Judgment executed pursuant to the Settlement Agreement has automatically expired, is of no force or effect, and is now held for naught.

### **Stipulation**

In light of the foregoing, it is hereby stipulated and agreed that all of Plaintiff's remaining claims for relief asserted against the Rhodes Defendants and Sedora Holdings, LLC and this matter in its entirety are hereby dismissed with prejudice, with each side to bear its own costs and attorney's fees.

1 It is further stipulated that the Agreed Judgment executed pursuant to the Settlement  
2 Agreement has automatically expired, is of no force or effect, and is now held for naught.

3 The foregoing is stipulated and agreed to on this 25<sup>th</sup> day of April, 2016, by:

4  4-25-16  
5 William L. Coulthard, Esq.

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8 *Counsel for James M. Rhodes; Sagebrush Enterprises, Inc.; and Rhodes Ranch, LLC*

9 /s/ W. Owen Nitz

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12 *Counsel for John C. Rhodes, Trustee of the James M. Rhodes Dynasty Trust I; John C.*  
13 *Rhodes, Trustee of the James M. Rhodes Dynasty Trust II; Gypsum Resources, LLC; and*  
14 *Truckee Springs Holding, Inc.*

15 /s/ Michael Yoder

16 Michael Yoder, Esq. (*pro hac vice*)  
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18 *Counsel for The Litigation Trust of the Rhodes Companies, LLC*

19  
20 **IT IS SO ORDERED:**

21 

22 UNITED STATES DISTRICT JUDGE

23 DATED: April 25, 2016  
24

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